<u>REMARKS</u>

Claims 1-25 are pending in the Application. Claims 1-25 are rejected under 35 U.S.C. §102(e). Applicants respectfully traverse these rejections for at least the reasons provided below.

I.   <u>REJECTIONS UNDER 35 U.S.C. §102(e):</u>

The Examiner has rejected claims 1-25 under 35 U.S.C. §102(e) as being anticipated by Hall et al. (U.S. Patent No. 7,085,735) (hereinafter "Hall"). Applicants respectfully traverse these rejections for at least the reasons stated below and respectfully request the Examiner to reconsider and withdraw these rejections.

For a claim to be anticipated under 35 U.S.C. §102, each and every claim limitation <u>must</u> be found within the cited prior art reference and arranged as required by the claim. M.P.E.P. §2131.

Applicants respectfully assert that Hall does not disclose "accessing through a first authorized party, one or more computer program products on the server computer from one of the one or more client computers, to manage the closing of a real property transaction" as recited in claim 1 and similarly in claims 13 and 19. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 3. Applicants respectfully traverse.

Hall instead discloses that the buyer or seller initiate a closing by registering with the system and requesting initiation of a new transaction. Column 4, lines 26-27. Further, Hall discloses that the buyer and seller are each in turn prompted to complete a closing questionnaire that sets forth all of the closing terms and conditions. Column 4, lines 30-33. Additionally, Hall discloses that among other things, the closing questionnaire elicits the sale price, legal description of the property, closing date, and details about each contingency, including agreed upon means for electronic removal or disapproval and the deadline for removal or disapproval. Column 4, lines 33-37. Further, Hall discloses that each field in the closing questionnaire is mapped to the appropriate field in the transaction database. Column 4, lines 37-39. Furthermore, Hall

discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions. Column 4, lines 39-42.

Hence, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses accessing through a first authorized party. Applicants kindly request the Examiner to particularly point out which element in Hall allegedly discloses the claimed first authorized party pursuant to 37 C.F.R. §1.104(c)(2). Further, there is no language in the cited passage that discloses accessing through a first authorized party one or more computer program products on the server computer...to manage the closing of a real property transaction. Applicants kindly request the Examiner to particularly point which element in Hall allegedly discloses the claimed computer program products pursuant to 37 C.F.R. §1.104(c)(2).

Thus, Hall does not disclose all of the limitations of claims 1, 13 and 19, and thus Hall does not anticipate claims 1, 13 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "entering, through the first authorized party only, a first group of data into a settlement statement used in a real property transaction" as recited in claim 1 and similarly in claim 19. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>entering, through the first authorized party only</u>, a first <u>group of data into a settlement statement</u> used in a real property transaction. There is no discussion of a settlement statement in the cited passage.

Thus, Hall does not disclose all of the limitations of claims 1 and 19, and thus Hall does not anticipate claims 1 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "accessing through a second authorized party, the one or more computer program products on the server computer from one of the one or more client computers" as recited in claim 1 and similarly in claims 13 and 19. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>accessing through a second authorized party</u>. Applicants kindly request the Examiner to particularly point out which element in Hall allegedly discloses the claimed second authorized party pursuant to 37 C.F.R. §1.104(c)(2). Further, there is no language in the cited passage that discloses accessing through a second authorized party <u>one or more computer program products on the server computer</u>. Applicants kindly request the Examiner to particularly point which element in Hall allegedly discloses the claimed computer program products pursuant to 37 C.F.R. §1.104(c)(2).

Thus, Hall does not disclose all of the limitations of claims 1, 13 and 19, and thus Hall does not anticipate claims 1, 13 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "entering, through the second authorized party only, a second group of data into a settlement statement used in a real

property transaction" as recited in claim 1 and similarly in claim 19. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>entering, through the second authorized party only</u>, a <u>second group of data into a settlement statement</u>. There is no discussion of a settlement statement in the cited passage. Further, the Examiner has not identified the first group or second group of data entered into the settlement statement.

Thus, Hall does not disclose all of the limitations of claims 1 and 19, and thus Hall does not anticipate claims 1 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "authorizing by the first party the second group of data entered by the second party" as recited in claim 1 and similarly in claims 13 and 19. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>authorizing by the first party</u>. Neither is there any language in the cited passage that discloses authorizing by the first party <u>the second group of data entered by the second party</u>.

Thus, Hall does not disclose all of the limitations of claims 1, 13 and 19, and thus Hall does not anticipate claims 1, 13 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "wherein the real property transaction will be presented for funding and the settlement statement will be presented for signature only if the first party authorizes the second group of data entered into the settlement statement by the second party" as recited in claim 1 and similarly in claim 19. The Examiner cites column 4, lines 43-61 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

Hall instead discloses that after the closing server receives the closing instructions, it runs the due diligence modules which determine whether the contingencies have been removed, allowing the sale to go forward, or whether the sale cancels due to disapproval of one or more contingencies. Column 4, lines 43-47. Further, Hall discloses that one of the due diligence modules enables the designated party to enter its contingency approval or disapproval over the network. Column 4, lines 47-49. Additionally, Hall discloses that as each contingency is approved, the closing server removes it by flagging it. Column 4, lines 49-51.

Hence, Hall discloses running the due diligence modules to determine whether the contingencies have been removed, allowing the sale to go forward, or whether the sale cancels due to disapproval of one or more contingencies.

There is no language in the cited passage that discloses that the real property transaction will be presented for funding and the settlement statement will be presented for signature. Neither is there any language in the cited passage that discloses that the real property transaction will be presented for funding and the settlement statement will be presented for signature only if the first party authorizes the second group of data entered into the settlement statement by the second party.

Thus, Hall does not disclose all of the limitations of claims 1 and 19, and thus Hall does not anticipate claims 1 and 19. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "entering, through the first authorized party only, a first group of data into a settlement statement used in a real

property transaction, wherein the first party can dynamically grow the first group of data while the data is entered into the settlement statement" as recited in claim 13. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 7. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses entering, through the first authorized party only, a first group of data into a settlement statement. Neither is there any language in the cited passage that discloses entering, through the first authorized party only, a first group of data into a settlement statement, where the first party can dynamically grow the first group of data while the data is entered into the settlement statement.

Thus, Hall does not disclose all of the limitations of claim 13, and thus Hall does not anticipate claim 13. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "entering, through the second authorized party only, a second group of data into the settlement statement, wherein the second party can dynamically grow the second group of data while the data is entered into the settlement statement" as recited in claim 13. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 7. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>entering, through the second authorized party only, a second group of data into a settlement statement</u>. Neither is there any language in the cited passage that discloses entering, through the second authorized party only, a second group of data into a settlement statement, <u>where the second party can dynamically grow the second group of data while the data is entered into the settlement statement.</u>

Thus, Hall does not disclose all of the limitations of claim 13, and thus Hall does not anticipate claim 13. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "accessing through a third authorized party, the one or more computer program products on the server computer from one of the one or more client computers" as recited in claim 13. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 8. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>accessing through a third authorized party</u>. The Examiner asserts that the Internet is the third party; however, claim 13 specifically states a third <u>authorized party</u>. The Examiner must provide a basis in fact and/or technical reasoning to support the assertion that the Internet corresponds to an authorized party as used in Applicants' Specification. *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1464 (Bd. Pat. App. & Inter. 1990). That is, the Examiner must provide extrinsic evidence that must make clear that the Internet corresponds to an authorized party as used in Applicants' Specification, and that it would be so recognized by persons of ordinary skill. *In re Robertson*, 169 F.3d 743, 745 (Fed. Cir. 1999). Since the Examiner has not provided any such objective evidence, the Examiner has not presented a *prima facie* case of anticipation for rejecting claim 13. M.P.E.P. §2112

Furthermore, there is no language in the cited passage that discloses accessing through a third authorized party, the one or more computer program products on the server computer from one of the one or more client computers.

Thus, Hall does not disclose all of the limitations of claim 13, and thus Hall does not anticipate claim 13. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "receiving confirmation, through the third party, that the first party authorizes said data entered into the settlement statement or authorizes funding of the real property transaction" as recited in claim 13. The Examiner cites column 20, line 66 – column 21, line 30 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 8. Applicants respectfully traverse.

Hall instead discloses that if the buyer is obtaining a loan to pay part of the purchase price and if the lenders' closing instructions direct the closing agent to receive the loan funds directly from the lender, then at step 252 the closing server will run the loan funding subroutine outlined in Figure 14. Column 20, line 66 – column 21, line 3. Hall further discloses that at step 1400, the closing server accesses the transaction database to determine whether it has received standardized closing instructions from the lender. Column 21, lines 3-6.

Hence, Hall discloses that the closing server runs the loan funding subroutine if the buyer is obtaining a loan to pay part of the purchase price and if the lenders' closing instructions direct the closing agent to receive the loan funds directly from the lender.

There is no language in the cited passage that discloses receiving confirmation through the third party. Neither is there any language in the cited passage that discloses receiving confirmation through the third party that the first party authorizes the data entered into the settlement statement. Neither is there any language in the cited passage that discloses receiving confirmation through the third party that the first party authorizes funding of the real property transaction.

Thus, Hall does not disclose all of the limitations of claim 13, and thus Hall does not anticipate claim 13. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "electronically funding, through the third party, the real property transaction if the third party receives said confirmation" as recited in claim 13. The Examiner cites column 21, lines 17-22 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 8. Applicants respectfully traverse.

Hall instead discloses that the lender transmits to the closing server by registering with the system in the manner described in Figure 11, and then submitting the data via XML tagged files directly to the closing server for processing. Column 21, lines 17-21.

There is no language in the cited passage that discloses electronically funding. Neither is there any language in the cited passage that discloses electronically funding, through the third party. Neither is there any language in the cited passage that discloses electronically funding, through the third party, the real property transaction if the third party receives the confirmation.

Thus, Hall does not disclose all of the limitations of claim 13, and thus Hall does not anticipate claim 13. M.P.E.P. §2131.

Claims 2-12 and 24 each recite combinations of features of independent claim 1, and hence claims 2-12 and 24 are not anticipated by Hall for at least the above-stated reasons that claim 1 is not anticipated by Hall.

Further, claims 14-18 and 25 each recite combinations of features of independent claim 13, and hence claims 14-18 and 25 are not anticipated by Hall for at least the above-stated reasons that claim 13 is not anticipated by Hall.

Additionally, claims 20-23 each recite combinations of features of independent claim 19, and hence claims 20-23 are not anticipated by Hall for at least the above-stated reasons that claim 19 is not anticipated by Hall.

Claims 2-12, 14-18 and 20-25 recite additional features, which, in combination with the features of the claims upon which they depend, are not anticipated by Hall.

For example, Hall does not disclose "notifying the first party and the second party of progress in the real property transaction and any changes in the settlement statement"

as recited in claim 3. The Examiner cites column 20, lines 16-65 and column 24, lines 5-12 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 4. Applicants respectfully traverse.

Hall instead discloses that at step 250, the closing server runs the subroutine for generating a settlement statement as shown in Figure 13. Column 20, lines 16-17. Hall further discloses that at step 1300, the closing server accesses the transaction database and retrieves the current taxes for the property. Column 20, lines 17-19. Furthermore, Hall discloses that this information may be transmitted to the closing server by the title insurance company in the same fashion as the title commitment. Column 20, lines 19-22. Additionally, Hall discloses that the closing server makes the settlement statement available to the parties for viewing and signature. Column 20, 56-57.

Hence, Hall discloses that the closing server makes the settlement statement available to the parties for viewing and signature.

There is no language in the cited passage that discloses notifying the first party and the second party of progress in the real property transaction. Instead, Hall simply discloses that the settlement statement is made available. Neither is there any language in the cited passage that discloses notifying the first party and the second party of progress in the real property transaction and any changes in the settlement statement.

Additionally, Hall discloses that the closing server adjusts the trust account balance by appropriate addition or subtraction to reflect the change in money balance. Column 24, lines 7-10. Hall further discloses that the balance and activity of the account are always viewable via a web browser to authorized parties, such as the buyer and seller. Column 24, lines 10-12.

Hence, Hall discloses adjusting the trust account balance and that the trust account balance is viewable to authorized parties.

There is no language in the cited passage that discloses notifying the first party and the second party of progress in the real property transaction. Instead, Hall simply discloses that the trust account balance is viewable to authorized parties. Neither is there any language in the cited passage that discloses notifying the first party and the second

party of progress in the real property transaction and <u>any changes in the settlement statement</u>. Instead, the cited passage is directed to the trust account balance. There is no discussion of a settlement statement.

Thus, Hall does not disclose all of the limitations of claim 3, and thus Hall does not anticipate claim 3. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "auditing data entered by the first party or the second party" as recited in claim 4 and similarly in claim 14. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 5. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses <u>auditing data</u>. Neither is there any language in the cited passage that discloses auditing data <u>entered by the first party or the second party</u>.

Thus, Hall does not disclose all of the limitations of claims 4 and 14, and thus Hall does not anticipate claims 4 and 14. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "wherein if the real property transaction is to be funded, further comprising the step of comparing an amount of funds requested on the settlement statement with any amounts of funds to be received or disbursed, and noting any discrepancies in the amounts" as recited in claim 5. The Examiner cites column 20, lines 16-46 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 5. Applicants respectfully traverse.

Hall instead discloses that at step 1330, the closing server adds the buyer's debits, subtracts the buyer's credits and enters the resulting amount in the transaction database in a field called Funds Required to Close. Column 20, lines 41-44.

Hence, Hall discloses that the closing server adds the buyer's debits and subtracts the buyer's credits and enters the resulting amount in a field called Funds Required to Close.

There is no language in the cited passage that discloses <u>comparing an amount of funds requested on the settlement statement</u>. Neither is there any language in the cited passage that discloses <u>comparing</u> an amount of funds requested on the settlement statement <u>with any amounts of funds to be received or disbursed</u>. Neither is there any language in the cited passage that discloses <u>noting any discrepancies in the amounts</u>. Neither is there any language in the cited passage that discloses comparing an amount of funds requested on the settlement statement with any amounts of funds to be received or disbursed, and noting any discrepancies in the amounts <u>if the real property transaction is to be funded</u>.

Thus, Hall does not disclose all of the limitations of claim 5, and thus Hall does not anticipate claim 5. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "accessing through a third authorized party, the one or more computer program products on the server computer from one of the one or more client computers; receiving confirmation, through the third party, that the first party authorizes the data entered into the settlement statement or authorizes funding of the real property transaction; and funding, through the third party, the real property transaction if the third party receives said confirmation" as recited in claim 6 and similarly in claim 21. The Examiner cites column 20, line 66 – column 21, line 30 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 5. Applicants respectfully traverse.

Hall instead discloses that if the buyer is obtaining a loan to pay part of the purchase price and if the lenders' closing instructions direct the closing agent to receive the loan funds directly from the lender, then at step 252 the closing server will run the loan funding subroutine outlined in Figure 14. Column 20, line 66 – column 21, line 3. Hall further discloses that at step 1400, the closing server accesses the transaction

database to determine whether it has received standardized closing instructions from the lender. Column 21, lines 3-6.

Hence, Hall discloses that the closing server runs the loan funding subroutine if the buyer is obtaining a loan to pay part of the purchase price and if the lenders' closing instructions direct the closing agent to receive the loan funds directly from the lender.

There is no language in the cited passage that discloses <u>accessing through a third authorized party</u>. Applicants kindly request the Examiner to particularly point out which element in Hall allegedly discloses the claimed third authorized party pursuant to 37 C.F.R. §1.104(c)(2). Neither is there any language in the cited passage that discloses accessing through a third authorized part, the <u>one or more computer program products on the server computer</u> from one of the one or more client computers. Neither is there any language in the cited passage that discloses <u>receiving confirmation</u>. Neither is there any language in the cited passage that discloses receiving confirmation, <u>through the third party, that the first party authorizes the data entered into the settlement statement</u>. Neither is there any language in the cited passage that discloses receiving confirmation, <u>through the third party, that the first party</u> authorizes the data entered into the settlement statement or <u>authorizes funding of the real property transaction</u>. Neither is there any language in the cited passage that discloses <u>funding, through the third party</u>. Neither is there any language in the cited passage that discloses <u>funding</u>, through the third party, <u>the real property transaction if the third party receives the confirmation</u>.

Thus, Hall does not disclose all of the limitations of claims 6 and 21, and thus Hall does not anticipate claims 6 and 21. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "wherein if said confirmation is received, the funding is transmitted electronically using a send computer program product on one of the one or more client computers, accessed by the third party, and a receive computer program product on a second of the one or more client computers, accessed by the second party" as recited in claim 7 and similarly in claim 15. The Examiner cites column 21, lines 17-20 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 6. Applicants respectfully traverse.

Hall instead discloses that the lender transmits various information to the closing server by registering with the system in the manner described in Figure 11, and then submitting the data via XML tagged files directly to the closing server for processing. Column 21, lines 17-21.

Hence, Hall discloses that the lender transmits information to the closing server and then submitting the data via XML tagged files directly to the closing server.

There is no language in the cited passage that discloses that <u>funding is transmitted electronically using a send computer program product on</u> one of the one or more <u>client computers</u>. Neither is there any language in the cited passage that discloses that funding is transmitted electronically using a send computer program product on one of the one or more client computers <u>if the confirmation is received</u>. Neither is there any language in the cited passage that discloses that funding is transmitted electronically using a send computer program product on one of the one or more client computers, <u>accessed by the third party</u>. Neither is there any language in the cited passage that discloses that funding is transmitted electronically using a send computer program product on one of the one or more client computers, accessed by the third party, and <u>a receive computer program product on a second of the one or more client computers, accessed by the second party</u>.

Thus, Hall does not disclose all of the limitations of claims 7 and 15, and thus Hall does not anticipate claims 7 and 15. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "placing, through the third party, conditions on the funding that the second party must satisfy; and rejecting, through the third party, the funding if the conditions are not satisfied" as recited in claim 8 and similarly in claim 16. The Examiner cites column 4, lines 43-47 and column 21, lines 13-17, 51-56 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 6. Applicants respectfully traverse.

Hall instead discloses that after the closing server receives the closing instructions, it runs the due diligence modules which determine whether the contingencies have been removed, allowing the sale to go forward, or whether the sale cancels due to disapproval of one or more contingencies. Column 4, lines 43-47.

Further, Hall discloses that the lender's closing instruction identifies the transaction, including the transfer of ownership of the property to the buyer, execution and recordation of the mortgage or deed of trust, and issuance of the lender's title insurance policy in accordance with the lender's requirements. Column 21, lines 13-17. Furthermore, Hall discloses that at step 1440, the closing server requests the loan funds subject only to the standard conditions. Column 21, lines 51-52. Additionally, Hall discloses that at step 1450, the closing server accesses the transaction database to determine whether the loan funds have been received. Column 21, lines 52-54. Further, Hall discloses that if they have not, the closing server proceeds to step 1470 where it ends the module without flagging it as complete. Column 21, lines 54-56.

Hence, Hall discloses that the closing server runs the diligence modules which determine whether the contingencies have been removed. Further, Hall discloses that the lender's closing instruction identifies the transaction, including the transfer of ownership of the property to the buyer, execution and recordation of the mortgage or deed of trust, and issuance of the lender's title insurance policy. Furthermore, Hall discloses that the closing server requests the loan funds subject only to the standard conditions.

There is no language in the cited passages that discloses placing, through the third party, conditions on the funding that the second party must satisfy. Neither is there any language in the cited passages that discloses rejecting, through the third party, the funding if the conditions are not satisfied.

Thus, Hall does not disclose all of the limitations of claims 8 and 16, and thus Hall does not anticipate claims 8 and 16. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "auditing, prior to funding, the settlement statement" as recited in claim 9 and similarly in claim 17. The Examiner cites column 20, lines 16-46 and column 23, lines 1-14 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 6. Applicants respectfully traverse.

As stated above, Hall discloses that the closing server adds the buyer's debits and subtracts the buyer's credits and enters the resulting amount in a field called Funds Required to Close. Column 20, lines 16-46.

Hall further discloses that at step 266 the closing server compares the trust account balance to the funds required to close, both of which amounts it retrieves from the applicable fields in the transaction database. Column 23, lines 1-4. Further, Hall discloses that if the trust account balance equals or exceeds the funds required to close, there are sufficient funds to close and it proceeds to step 280 in Figure 2E. Column 23, lines 4-6. Additionally, Hall discloses that if there are not sufficient funds to close it proceeds to step 264, where at step 264, the closing server waits the prescribed period (for example, two hours) and then returns to step 260 to determine whether the closing deadline has passed. Column 23, lines 6-10.

Hence, Hall discloses comparing the trust account balance to the funds required to close. If the trust account balance equals or exceeds the funds required to close, there are sufficient funds to close. Otherwise, the closing server waits for the prescribed period to determine whether the closing deadline has passed.

There is no language in the cited passage that discloses auditing prior to funding. Neither is there any language in the cited passage that discloses auditing, prior to funding, the settlement statement.

Thus, Hall does not disclose all of the limitations of claims 9 and 17, and thus Hall does not anticipate claims 9 and 17. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "wherein the first party and the second party can respectively dynamically grow the first and second groups of data while the data is entered into the settlement statement" as recited in claim 11 and similarly in claim 23. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 7. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall

discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses that the <u>first party and the second party can respectively dynamically grow the first and second groups of data</u>. Applicants kindly request the Examiner to identify the elements in Hall that allegedly discloses the first party, the second party, and the first and second groups of data pursuant to 37 C.F.R. §1.104(c)(2). Neither is there any language in the cited passage that discloses that the first party and the second party can respectively dynamically grow the first and second groups of data <u>while the data is entered into the settlement statement</u>.

Thus, Hall does not disclose all of the limitations of claims 11 and 23, and thus Hall does not anticipate claims 11 and 23. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "wherein the third party and the second party are automatically notified of a change in status of the funding" as recited in claim 12. The Examiner cites column 5, lines 59-63 of Hall as disclosing the above-cited claim limitation. Office Action (6/13/2008), page 7. Applicants respectfully traverse.

Hall instead discloses that throughout the closing process the closing server is notified of any deposits to, or disbursements from, the closing agent's financial institution applicable to this transaction. Column 5, lines 59-62. Further, Hall discloses that the closing server adds all deposits to, and subtracts all disbursements from, the trust balance for this transaction. Column 5, lines 62-63.

Hence, Hall discloses that the closing server is notified of any deposits to, or disbursements from, the closing agent's financial institution. Further, the closing server adds all deposits to, and subtracts all disbursements from, the trust balance for this transaction.

There is no language in the cited passage that discloses that the <u>third party and the second party are automatically notified of a change in status of the funding</u>.

Thus, Hall does not disclose all of the limitations of claim 12, and thus Hall does not anticipate claim 12. M.P.E.P. §2131.

Applicants further assert that Hall does not disclose "a send computer program product on the third client computer; a receive computer program product on the second client computer; and wherein if said confirmation is received, the funding can be transmitted electronically using the send computer program product on the third client computer and a receive computer program product on the second client computer" as recited in claim 22. The Examiner cites column 4, lines 26-42 of Hall as disclosing the above-cited claim limitations. Office Action (6/13/2008), page 11. Applicants respectfully traverse.

As stated above, Hall discloses prompting the buyer and seller to complete a closing questionnaire that sets forth all of the closing terms and conditions. Further, Hall discloses that when the buyer and seller have agreed upon and submitted the completed questionnaire to the closing server, the completed questionnaire serves as the closing instructions.

There is no language in the cited passage that discloses that <u>funding can be transmitted electronically using the send computer program product on the third client computer and a receive computer program product on the second client computer</u>. Neither is there any language in the cited passage that discloses that funding can be transmitted electronically using the send computer program product on the third client computer and a receive computer program product on the second client computer <u>if the confirmation is received</u>.

Thus, Hall does not disclose all of the limitations of claim 22, and thus Hall does not anticipate claim 22. M.P.E.P. §2131.

As a result of the foregoing, Applicants respectfully assert that not each and every claim limitation was found within Hall, and thus claims 1-25 are not anticipated by Hall. M.P.E.P. §2131.

II.   CONCLUSION:

As a result of the foregoing, it is asserted by Applicants that claims 1-25 in the Application are in condition for allowance, and respectfully request an allowance of such claims. Applicants respectfully request that the Examiner call Applicants' attorney at the below listed number if the Examiner believes that such a discussion would be helpful in resolving any remaining issues.

Respectfully submitted,

WINSTEAD P.C.

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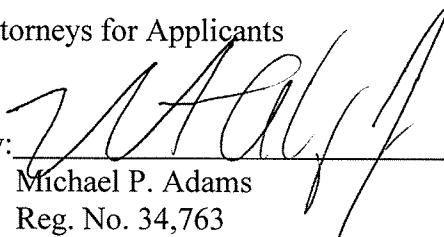
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